

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

WELLS FARGO BANK, N.A., as Trustee,

Interpleader Plaintiff,

- against -

CALYON, MAGNETAR CONSTELLATION MASTER FUND, LTD., CEDE & CO., as Holder of certain Global Notes and Preference Shares and nominee name of the Depositary Trust Company, and DOES 1 through 100, owners of beneficial interests in the Global Notes and/or Preference Shares,

### Interpleader Defendants.

Pursuant to Fed. R. Civ. P. 26(a)(1), Interpleader Plaintiff Wells Fargo Bank, N.A., as Trustee (the “Trustee”), by and through its undersigned attorneys, make the following initial disclosures:

(A) *Provide the name and, if known, the address and telephone number of each individual likely to have discoverable information that the disclosing party may use to support its claims or defenses, unless solely for impeachment, identifying the subjects of the information.*

The Trustee is aware of the following individual, who can be contacted through the undersigned counsel for the Trustee:

David Funk  
Vice President  
Wells Fargo Bank, N.A.

Mr. Funk has knowledge regarding the declaration of an Event of Default under the Indenture, dated as of December 7, 2006, by and among itself, Orion 2006-2, Ltd., as Issuer, and Orion 2006-2, LLC, as Co-Issuer (as amended, the “Indenture”) and the resulting disputes between Interpleader Defendant Calyon (“Calyon”) and Interpleader Defendant Magnetar

Constellation Master Fund, Ltd. ("Magentar") as to whether the Event of Default was properly declared and how Interest Proceeds should be paid following the declaration of an Event of Default.

(B) *Provide a copy of, or a description by category and location of, all documents, data compilations, and tangible things that are in the possession, custody, or control of the party and that the disclosing party may use to support its claims or defenses, unless solely for impeachment.*

The following describes, by category and location, documents in the Trustee's possession, custody or control that the Trustee may use in support of its position in this action:

- (1) Documents pertaining to the declaration of an Event of Default under the Indenture (located primarily in the Columbia, Maryland office of the Trustee);
- (2) Documents pertaining to the dispute between Calyon and Magentar as to how Interest Proceeds and Principal Proceeds should be paid under the Indenture following the declaration of the Event of Default (located primarily in the Columbia, Maryland office of the Trustee).

(C) *Provide a computation of any category of damages claimed by the disclosing party, making available for inspection and copying as under Rule 34 the documents or other evidentiary material, not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extent of injuries suffered.*

The Trustee, as an interpleader plaintiff, is not seeking damages. The Trustee therefore has no damages to compute.

(D) *Provide for inspection and copying as under Rule 34 any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment.*

There is no applicable insurance agreement.

Dated: New York, New York  
August 11, 2008

ALSTON & BIRD, LLP

A handwritten signature in dark ink, appearing to read 'Michael E. Johnson', is written over a horizontal line.

Michael E. Johnson (MJ 0299)

Piret Loone (PL 6597)

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*Counsel for Interpleader Plaintiff  
Wells Fargo Bank, N.A., as Trustee*

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